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Trustee in Bankruptcy
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7 UNITED STATES BANKRUPTCY COURT
8 NORTHERN DISTRICT OF CALIFORNIA
9 SANTA ROSA DIVISION

10 In re GERARD Q. DECKER, IV aka ROD
DECKER,
11

Case No. 09-10655 AJ
Chapter 7

12 Debtor.
13

14 **APPLICATION FOR ORDER AUTHORIZING RETENTION OF**
REAL ESTATE BROKER

15 (McGuire Real Estate)

16 Timothy W. Hoffman, Trustee in Bankruptcy of the estate of the above Debtor,
17 respectfully represents:

18 1. Among the assets of the above bankruptcy estate is the real property commonly
19 known as 2030 Paradise Drive, Tiburon, California (the "Property"). The Property is a residential
20 duplex. One unit is rented and the other unit is used by the Debtor as his residence.

21 2. The Debtor has attributed a value to the Property of \$2.8 million. At about the time
22 he filed his Chapter 7 petition, the Debtor signed a listing agreement with McGuire Real Estate to
23 sell the Property for \$2.8 million. The Debtor himself is a real estate salesperson.

24 3. The Trustee contacted the real estate broker whom he frequently uses to assist him
25 in the sale of real property. The broker indicated his opinion that the value of the Property is far
26 less than \$2.8 million, and closer to \$2.1 million, which would not be enough to satisfy secured
27 debt and costs of sale and leave significant unencumbered funds for the estate.

28 4. The Debtor and Peg Copple, the agent with whom the Debtor intended to list the

1 Property, continue to maintain that the Property has significant value over and above
2 encumbrances.

3 5. The Trustee has agreed to list the Property for a short period of time subject to his
4 right to rescind the listing agreement without penalty if he determines that abandonment of the
5 Property is in the best interest of the estate.

6 6. The Trustee has agreed to list the Property with McGuire Real Estate and to pay
7 McGuire Real Estate a broker's commission equivalent to six percent of the gross sale price with
8 the commission to be split with a buyer's broker, if any.

9 7. The proposed broker recognizes that dual agency is not permitted and that neither
10 Ms. Copple nor any other salesperson or broker employed by McGuire Real Estate may represent
11 the buyer in any sale. Actual payment of any commission is subject to Bankruptcy Court approval
12 in connection with a sale.

13 8. Based on the Declaration of Peg Copple, the Trustee is informed and believes that
14 McGuire Real Estate has no connections with the Debtor, the Trustee, creditors, the United States
15 Trustee or any person employed by the United States Trustee, or any other person that would
16 prohibit their employment under Section 327. The Trustee is informed and believes that McGuire
17 Real Estate and Peg Copple are disinterested persons in these proceedings.

18 WHEREFORE the Trustee requests entry of an order authorizing him to employ McGuire
19 Real Estate and Peg Copple to assist him in the marketing and sale of the real property commonly
20 known as 2030 Paradise Drive, Tiburon, California.

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23 DATED: July 6, 2009

By: 

Timothy W. Hoffman, Trustee

24
25 DATED: July 6, 2009

LUCE, FORWARD, HAMILTON & SCRIPPS LLP

26
27 By: 

Charles P. Maher

Counsel for Timothy W. Hoffman, Trustee

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